

1 Jeff W. Poole, Esq. (SBN 291783)
2 jpoole@hamricklaw.com
3 **HAMRICK & EVANS, LLP**
4 2600 West Olive Avenue, Suite 1020
5 Burbank, California 91505
6 Telephone: (818) 763-5292
7 Facsimile: (818) 763-2308

8 Attorneys for Defendants
9 The Dinardo Law Firm P.C. and Joseph Dinardo

10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 JOSEPH RUIGOMEZ, KATHLEEN
13 RUIGOMEZ AND JAMIE RUIGOMEZ,
14 Plaintiffs,

15 v.

16 THE DINARDO LAW FIRM, P.C.,
17 JOSEPH DINARDO AND DOES 1-20,
18 Defendants.

USDC Case No.: 2:22-cv-8513
Los Angeles Superior Court
Case No.: 22STCV32203

NOTICE OF REMOVAL

19
20 Defendants The Dinardo Law Firm, P.C., and Joseph Dinardo (collectively
21 “Defendants”), by filing this Notice of Removal and related papers, hereby remove
22 the above-entitled action from the Superior Court of Los Angeles County, in the State
23 of California, to the United States District Court for the Central District of California
24 pursuant to 28 U.S.C. §§ 1332, 1441 and 1446.

25 In support of the Notice of Removal, Defendants assert the following:

26 1. On October 27, 2022, counsel for Defendants The DiNardo Law Firm,
27 P.C. and Joseph DiNardo (collectively “Defendants”) agreed to accept service of the
28

1 Complaint related to an action filed in the Superior Court of Los Angeles County, in
2 the State of California.

3 2. The above-referenced Complaint was filed on September 30, 2022.

4 3. In the Complaint, Plaintiffs Joseph, Kathleen, and Jamie Ruigomez
5 (collectively "Plaintiffs") allege that they are residents of San Mateo County,
6 California. *See* Complaint, at ¶¶1-2.

7 4. Defendant The DiNardo Law Firm, P.C., is a New York State
8 corporation with its principal place of business in New York State. *See id.* at ¶4.

9 5. Defendant Joseph DiNardo is a resident of Buffalo, New York, New
10 York. *See id.* at ¶4.

11 6. Plaintiffs' Complaint seeks damages in the amount of \$6,325,000 and
12 thus, alleges an amount in controversy far greater than the statutory jurisdictional
13 amount of \$75,000. As such, the entire suit is removable under 28 U.S.C. § 1441.

14 7. Defendant desires to exercise its right to remove the state court action
15 under 28 U.S.C. §§ 1441(a) and (b) which provide in pertinent part:

16
17 (a) Generally – Except as otherwise expressly provided by
18 Act of Congress, any civil action brought in a State court of
19 which the district courts of the United States have original
20 jurisdiction, may be removed by the defendant or the
21 defendants, to the district court of the United States for the
district and division embracing the place where such action
is pending.

22 (b) Removal Based on Diversity of Citizenship –

23 (1) In determining whether a civil action is removable on
24 the basis of the jurisdiction under section 1332(a) of this
25 title, the citizenship of defendants sued under fictitious
26 names shall be disregarded.

27 (2) A civil action otherwise removable solely on the basis
28 of the jurisdiction under section 1332(a) of this title may not

1 be removed if any of the parties in interest properly joined
2 and served as defendants is a citizen of the State in which
3 such action is brought.

4 7. Given the allegations in the Complaint, pursuant to 28 U.S.C. § 1332,
5 this Court has original jurisdiction over the allegations in the Complaint.

6 16. Thus, the state court action may be removed to this Court by Defendants
7 in accordance with the provisions of 28 U.S.C. §§ 1441(a) and (b) because this is a
8 civil action pending within the original jurisdiction of the United States District
9 Courts, the parties are of completely diverse citizenship, and the citizenship of
10 defendants sued under fictitious names are irrelevant for purposes of removal.

11 17. Notice of removal is being filed within 30 days after service of the
12 Complaint upon Defendants and is thus timely pursuant to 28 U.S.C. § 1446(b).

13 18. Pursuant to 28 U.S.C. § 1441(a), venue is proper because Los Angeles
14 County lies within the Central District of California.

15 19. Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons and Complaint
16 served upon Defendants in the state court action is attached hereto as **Exhibit A**.

17 20. A civil cover sheet is attached hereto as **Exhibit B**.

18 21. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is
19 contemporaneously being filed with the Superior Court of Los Angeles County and
20 served upon Plaintiffs. By serving a copy of this Notice of Removal upon Plaintiffs,
21 Defendants are giving Plaintiff proper notice of this removal.

22 22. Defendants reserve the right to amend or supplement this Notice of
23 Removal and further reserve the right to raise all defense and objections.

24 WHEREFORE, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants
25 remove this action in its entirety from the Superior Court of the State of California,
26 County of Los Angeles to the United States District Court for the Central District of
27 California.

1 DATED: November 21, 2022

HAMRICK & EVANS, LLP

2
3 By: /s/ Jeff Poole
4 JEFF POOLE
5 Attorneys for Defendants,
6 The Dinardo Law Firm P.C. and Joseph
7 Dinardo
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HAMRICK & EVANS, LLP

EXHIBIT A

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

The Dinardo Law Firm, P.C., a New York Corporation; Joseph Dinardo, an individual; and Does 1-20 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Joseph Ruigomez, an individual; Kathleen Ruigomez, an individual, Jamie Ruigomez, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
22STCV32203

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Fredman Lieberman Pearl LLP 1875 Century Park East, Suite 2230, Los Angeles, CA 90067, (310) 284-7350

DATE: 10/03/2022 Clerk, by _____, Deputy
(Fecha) Sherri R. Carter Executive Officer / Clerk of Court (Secretario) S. Bolden (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): The Dinardo Law Firm, P.C., a New York Corporation
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maurice Leiter

1 **MARC A. LIEBERMAN** (SBN 157318)
marc.lieberman@flpllp.com
2 **ALAN W. FORSLEY** (SBN 180958)
alan.forsley@flpllp.com
3 **FREDMAN LIEBERMAN PEARL LLP**
4 1875 Century Park East, Suite 2230
Los Angeles, California 90067
5 Telephone: (310) 284-7350
6 Facsimile: (310) 432-5999
7 Attorneys for Plaintiffs

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 JOSEPH RUIGOMEZ, an individual;
KATHLEEN RUIGOMEZ, an individual,
12 JAMIE RUIGOMEZ, an individual,

13 Plaintiffs,

14 v.

15 THE DINARDO LAW FIRM, P.C., a New
York Corporation; JOSEPH DINARDO, an
16 individual; and DOES 1-20 inclusive,

17 Defendants.

Case No. 22STCV32203

COMPLAINT FOR:

1. Conversion;
2. Receipt of Stolen Property;
3. Aiding and Abetting;
4. Unfair Business Practices; and
5. Unjust Enrichment.

18
19
20
21
22 Through this complaint plaintiffs Joseph Ruigomez, Kathleen Ruigomez, and Jamie
23 Ruigomez (“**Plaintiffs**”) seek to recover \$6,325,000 of Plaintiffs’ settlement monies that, on
24 information and belief, defendants converted and or stole from Plaintiffs’ settlement monies, that
25 were in the Girardi Keese Law Firm client trust account, after the Dinardi Law Firm P.C.
26 (“**Dinardi Law Firm**”) received two Girardi Keese client trust account checks of \$5,825,000 and
27 \$500,000.

28 ///

PARTIES

1. Plaintiff Joseph Ruigomez (“**Joseph**”)¹ is, and at all relevant times was, an individual residing in San Mateo County, California.

2. Plaintiff Kathleen Ruigomez (“**Kathleen**”) is, and at all relevant times was, an individual residing in San Mateo County, California.

3. Plaintiff Jamie Ruigomez (“**Jamie**”) is, and at all relevant times was, an individual residing in San Mateo County, California.

4. The Dinardo Law Firm is, and at all relevant times was, a New York corporation.

5. Joseph Dinardo (“**Dinardo**”), an individual, is, and at all relevant times was, a New York attorney residing in Buffalo New York. Dinardo is also the principal of The Dinardo Law Firm.

6. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 10, inclusive, are unknown to Plaintiffs, who therefore sue these Defendants by their fictitious names. Plaintiffs are informed and believe that each of the Defendants designated herein as a fictitiously named Defendant is in some manner responsible for the events and happenings herein referred and caused damage to Plaintiffs as herein alleged. When Plaintiffs ascertain the true names and capacities of DOES 1 through 10, inclusive, they will ask leave of this Court to amend this Complaint by setting forth the same.

7. Plaintiffs are informed and believe that at all times herein mentioned defendant Dinardo was the agent, principal and employee of the Dinardo Law Firm and in doing the things hereinafter alleged, was acting within the course and scope of such agency.

///

///

¹ First names are used because each of the Plaintiffs has the same first name. No disrespect is intended.

VENUE

8. Venue over this action is proper in this county because The Dinardo Law Firm and Dinardo did business in Los Angeles County, the Girardi Keese Law Firm (“GK”) did business in Los Angeles County, and the \$6,325,000 defendants stole and converted was from the GK client trust account which was located in Los Angeles County.

9. Court has jurisdiction and venue because most of the acts occurred in Los Angeles County, California.

FACTUAL ALLEGATIONS

A. Plaintiffs retain GK to represent them in a personal injury action.

10. On September 9, 2010, Joseph was severely burned at the Ruigomezes’ San Bruno, California home as a result of the Pacific Gas and Electric corporation (“PG&E”) natural gas pipeline explosion. Joseph was left in a coma, his girl friend was killed, and Jamie and Kathleen and were traumatized.

11. On October 1, 2010, Plaintiffs retained GK to represent them in a personal injury action against PG&E and GK agreed its contingency fee “will be Twenty-Five (25%) of the total recovery after costs....”

12. Plaintiffs’ case at Girardi Keese was handled by attorneys Thomas Girardi (“Girardi”) and Robert Finnerty (“Finnerty”), but Finnerty mostly communicated with Plaintiffs.

13. In a June 22, 2012 letter to Plaintiffs, Finnerty limited Plaintiffs communications to Finnerty, Jim O’Callahan and Kimberly Archie by stating “[w]ould you do us a favor and if you have any questions, concerns or inquiries about your case please direct those to me Jim or Tom only,” and “of course you can talk to Kim.” Girardi and Finnerty did this to make it more likely they could conceal the amount of the expected settlement from Plaintiffs and where those funds would be transferred to.

///

///

B. Plaintiffs attend mediation and the case is settled.

14. On January 10, 2013, PG&E and Plaintiffs attended a mediation conducted by Judge Panelli with Finnerty and Girardi. At the mediation, Girardi said the case settled but he and Finnerty did not tell Plaintiffs how much the case settled for, how much they were to receive, and when they were to receive the monies.

15. Girardi only stated that GK would hold the settlement monies in trust, with Girardi and Kathleen as trustees of the trust, while GK was determining the amount of medical liens. Girardi further stated that Plaintiffs' settlement monies would earn 6.5% annual interest which GK would pay to Plaintiffs.

16. At the mediation, Girardi and Finnerty also only gave Plaintiffs signature pages to sign and did not give Plaintiffs a copy of the settlement agreement. Further, although Girardi said Kathleen was a co-trustee, she never saw a trust instrument and never had access to the settlement funds, or any accounting of the funds.

17. Girardi and Finnerty concealed the settlement amount because they both knew GK would ultimately use Plaintiffs' settlement monies for improper and unlawful purposes without Plaintiffs' consent.

C. GK receives a \$28 settlement million wire from PG&E and Girardi and Dinardo cause the DiNardo Law Firm to receive \$6,325,000 of Plaintiffs' Settlement Monies

18. On January 24, 2013, unbeknownst to Plaintiffs, PG&E wired \$28,000,000 of the Ruigomez settlement to the GK client trust account.

19. On February 12, 2013, also unbeknownst to Plaintiffs, Girardi made a \$5,825,000 check, from Plaintiffs' settlement monies in the GK client trust account, payable to defendant Dinardo Law Firm for "Assoc Counsel Fees." Plaintiffs never retained the Dinardo Law Firm, nor did they allow GK to share any contingency fees earned in their case with the Dinardo Law Firm or Dinardo. Further, Dinardo has never been licensed attorney in California.

1 20. In fact, Plaintiffs did not know of the Dinardo Law Firm or of the \$5,825,000
2 transfer until they received a copy of the GK Case Card Register for Plaintiffs' account in
3 late October 2019 from their state court attorneys Abir, Cohen Treyzon and Salo LLP
4 ("ACTS").

5 21. On May 20, 2013, further unknown to Plaintiffs, Girardi made a \$500,000
6 check, from Plaintiffs' settlement monies in the GK client trust account, payable to
7 defendant Dinardo Law Firm for "Assoc Counsel Fees." Again, Plaintiffs never retained
8 the Dinardo Law Firm, nor have they allowed GK to share its contingency fees earned
9 from their case with the Dinardo Law Firm or Dinardo.

10 22. Plaintiffs are informed and believe that the Dinardo Law Firm deposited
11 those checks and that the monies were later transferred to Dinardo and/or another of his
12 business entities.

13 23. Plaintiffs also did not know of the Dinardo Law Firm or the \$500,000
14 transfer until they received a copy of the GK Case Card Register for Plaintiffs' account in
15 late October 2019 from ACTS.

16 24. The Dinardo Law Firm and Dinardo had no right to receive any portion of
17 the \$6,325,000.

18
19 **D. Girardi, Finnerty, and Dinardo don't send Plaintiffs their settlement**
20 **monies or their settlement documents and conceal that GK transferred**
21 **\$6,325,000 of Plaintiffs' settlement monies to the Dinardo Law Firm.**

22 25. In June 20 and 21, 2013 Girardi letters to Kathleen, Girardi states plaintiffs
23 will get interest payments of "6 ½ % interests [sic]" starting in July," and that "[t]he funds
24 are locked up for a six-month period." Girardi stated this although Plaintiffs never agreed
25 to Girardi or GK investing their money. In fact, Plaintiffs did not even know what their
26 case had settled for.

27 26. Likewise in a July 31, 2013 letter to Jamie, Girardi states "I wanted you to
28 know that I felt very badly not sending your interest check. We have truly cut a very good

1 deal which will go for 18 months and maybe longer for you to receive 6 ½ % interests [sic]
2 on your funds.” Again, Girardi stated this although Plaintiffs never agreed to Girardi or
3 GK investing their money.

4 27. On August 4, 2014 Girardi sent Kathleen an email stating “I think it is more
5 prudent to pay Joseph on a monthly basis. That was an agreement I had with the court
6 when we settled the case. This is strictly for his protection.”

7 28. By August 4, 2014, over a year after the settlement, Plaintiffs still had not
8 received the settlement documents so they sent a letter to Girardi and Finnerty stating “we
9 still have not received copies of any of our settlement documents or a complete accounting
10 of the settlement, including the documents we all signed the date you settled our case. We
11 requested these documents in the past ...” and Plaintiffs listed their requested documents
12 of: (i) Settlement Agreement, (ii) Complete Accounting of Settlement & Client Trust
13 Account, (iii) Complete Report of Case Cost, (iv) Annuity Agreement, (v) Annuity
14 Application, (vi) Annuity Policy, and (vii) Copy of Expert Reports and Settlement Video
15 (the “**Client Documents**”). Nevertheless, no one at GK sent Plaintiffs the Client
16 Documents.

17 29. On October 21, 2014, Girardi sent Joseph a letter stating “Justice Panelli
18 watches over this case. He always has concerns about a young man receiving so much
19 money and wants to make sure that it doesn’t end up causing him harm. Justice Panelli
20 agreed we can pay this distribution”

21 30. On October 30, 2014, Finnerty sent Plaintiff forms entitled Consent to Settle
22 and Authorization to Make Disbursements (“**Consent to Settle**”) and asking that Plaintiffs
23 “agree to the settlement and disbursements.” Plaintiffs were surprised to see the Consents
24 to Settle because they understood they settled their case at the mediation. Finnerty also
25 listed “Net to JOSEPH RUIGOMEZ \$9,931,066.97,” but did not include any of the Client
26 Documents. To Plaintiffs, this document made it appear that Plaintiffs’ monies were
27 currently being held in the GK client trust account.

28 31. On February 23, 2015, Girardi sent Kathleen a letter with a check stating the

1 “firm will pay the tax on this investment. I hope this makes you happy. The issue with
2 your young son is a little more complicated. We will discuss the matter with Justice
3 Panelli. He is very concerned to make sure that this young man is protected.”

4 32. By April 29, 2015, Joseph had not received the \$9,931,066.97 or any interest
5 payments so he emailed Girardi and Finnerty to let them know he received no monthly
6 interest checks for this year.

7 33. Notwithstanding that two years had passed since Plaintiffs’ settlement, and
8 that that Plaintiffs had not been paid their million dollar settlement and were owed
9 thousands of dollars in interest, Girardi and Finnerty never said to Plaintiffs that GK does
10 not have Plaintiffs’ money in the client trust account. Finnerty also never told Plaintiffs
11 that they may have claims against GK and/or Girardi for failure to pay their settlement
12 monies and earned interest.

13 34. From 2016 to 2019, GK continued to make intermittent interest payments to
14 Plaintiffs, but their settlement monies and all earned interest were never paid. Plaintiffs
15 simply trusted Girardi and Finnerty that everything was okay. And why shouldn’t they
16 have as GK had a stellar reputation and California attorneys owe a duty of loyalty and a
17 fiduciary duty to the clients.

18
19 **E. Plaintiffs demand their settlement monies.**

20 35. Nevertheless, after about six years, Plaintiffs could take it no longer so on
21 April 30, 2019, Joseph emailed Girardi and Finnerty to demand all of Plaintiffs’ money
22 stating he is owed \$14,094,312.61, Kathleen \$997,867.12 and Jamie \$251,087.85 and to
23 please wire transfer the funds to Merrill Lynch by Friday May 3, 2019.

24 36. In a May 2, 2019 email to GK, Joseph further requested all of Plaintiffs’
25 monies held in the client trust account of \$13,944,312.61 and that the funds be wired to
26 him by May 3, 2019.

27 37. In response, GK partner David Lira said “I do not know the terms of your
28 settlements/agreements having never worked on your case. Prior to this past Friday (April

1 26, 2019), I was unaware any money was owed to you. Bob Finnerty provided some
 2 vague details which I immediately gave to Tom [Girardi], whom I understand called you.
 3 Let it known [sic] that I do not own this law practice, am not a partner nor control of bank
 4 accounts. As such, I do not have access to any accounting or your settlement documents.”

5 38. Kathleen knew GK independent contractor Kimberly Archie (“Archie”), and
 6 she was a client as GK was handling her son’s wrongful death case, so she then asked
 7 Archie to see if she could speak to Girardi about paying Plaintiffs their settlement monies.

8 39. On May 26, 2019, Archie met with Girardi and he agreed to wire \$5 million
 9 to the Ruigomezes the next day and another \$5 million in July 2019. The next day Girardi
 10 caused \$5 million to be wired to Joseph’s Merrill Lynch account.

11 40. In mid June 2019, Plaintiffs met with Boris Treyzon, a partner at ACTS,
 12 regarding possible representation against Girardi and GK..

13 41. On June 21, 2019, Plaintiffs retained ACTS to represent them against GK
 14 and Girardi to recover the unpaid paid portion of their settlement.

15 42. On June 26, 2019, ACTS filed a complaint against GK and Girardi on behalf
 16 of Plaintiffs’ to recover their settlement.

17 43. In late October 2019, ACTS received documents from Girardi and GK.
 18 Those documents contained a Case Card Register which showed the Plaintiffs for the first
 19 time that on February 12, 2013 \$5,825,000 and May 20, 2013 \$500,000 were transferred
 20 from the GK attorney client trust account to The Dinardo Law Firm.

21 **FIRST CAUSE OF ACTION**

22 **CONVERSION**

23 (Against All Defendants)

24 44. Plaintiffs repeat and reallege the allegations contained in paragraphs 1
 25 through 43 inclusive, of this Complaint, and by this reference incorporate them herein as
 26 though set forth in full.
 27

28 45. Plaintiffs own and have a right to the \$6,325,000 because it was their

1 settlement money in the GK client trust account.

2 46. Dinardo caused the \$6,325,000 to be transferred to The Dinardo Law Firm
3 when The Dinardo Law Firm and Dinardo had no right to any portion of the \$6,325,000.

4 47. As a result of defendants conversion, Plaintiffs have been damaged in the
5 amount of \$6,325,000 plus interest.

6 48. Defendants conduct in converting the \$6,325,000 was despicable which was
7 carried out in willful disregard for Plaintiffs' rights and thus Plaintiffs are entitled to
8 punitive damages.

10 **SECOND CAUSE OF ACTION**

11 **RECEIPT OF STOLEN PROPERTY (Cal. Penal Code § 496(c))**

12 (Against All Defendants)

13 49. Plaintiffs repeat and reallege the allegations contained in paragraphs 1
14 through 43, inclusive, of this Complaint, and by this reference incorporate them herein as
15 though set forth in full.

16 50. Dinardo and the Dinardo Law Firm stole \$6,325,000 from Plaintiffs
17 settlement funds from the GK client trust account in violation of California Penal Code
18 ("PC") 484(a)²

19 51. PC § 496(c) "covers a spectrum of impermissible activity relating to stolen
20 property, the elements required to show a violation of [that section] are simply that (i) the
21 property was stolen or obtained in a manner constituting theft, (ii) the defendant knew the
22 property was so stolen or obtained, and (iii) the defendant received or had possession of
23 the stolen property.'" *Siry Investments, L.P. v Farkhondehpour*, (2022) 13 Cal.5th 333,

24 _____
25 ² "The first sentence of section [PC] 484, subdivision (a) states: 'Every person who shall
26 feloniously steal, take, carry, lead or drive away the personal property of another, or who shall
27 fraudulently appropriate the property which as been entrusted to him or her, or who shall
28 knowingly and designedly, by any false or fraudulent representation or pretense, defraud any
person of money, labor or real or personal property, or who causes or procures others to report
falsely of his or her wealth or mercantile character and by thus imposing upon any person, obtains
credit and thereby fraudulently gets or obtains possession of money, or property, or obtains the
labor or service of another, is guilty of theft.'"

1 354-355.

2 52. The \$6,325,000 of Plaintiffs' settlement monies was stolen from the GK
3 client trust account because they were held in trust for Plaintiffs in the GK client trust
4 account and control of the \$6,325,000 and could not be transferred to any party without
5 Plaintiffs' written consent.

6 53. Dinardo and the Dinardo Law Firm knew the funds were stolen because they
7 instructed Girardi to send the monies from the GK client trust account and when they
8 received the checks each stated it was from the GK client trust account and not the GK
9 general account. Additionally, Dinardo who is a New York attorney knew and knows that
10 monies in a law firm's client trust account do not belong to the law firm.

11 54. The Dinardo Law Firm received the \$6,325,000 and Dinardo had possession
12 of the monies because he is and was the principal at the Dinardo Law Firm and thus had
13 authority to disburse the funds as he wished.

14 55. Plaintiffs have been damaged in the amount of \$6,325,000 and pursuant to
15 PC § 496(c) are entitled to treble damages, reasonable attorneys' fees and costs of suit.

16 56. Additionally, Defendants' conduct in converting the \$6,325,000 was
17 despicable conduct which was carried out in willful disregard for Plaintiffs' rights and thus
18 Plaintiffs are entitled to punitive damages.

19
20 **THIRD CAUSE OF ACTION**

21 **AIDING AND ABETTING CONCEALMENT OF STOLEN PROPERTY**

22 **PC § 496(c)**

23 (Against All Defendants)

24 57. Plaintiffs repeat and reallege the allegations contained in paragraphs 1
25 through 56, inclusive, of this Complaint, and by this reference incorporate them herein as
26 though set forth in full.

27 58. Girardi and GK embezzled \$6,325,000 of Plaintiffs' settlement funds from
28 the GK client trust account in violation of PC § 484(a).

1 59. Dinardo and The Dinardo Law Firm each aided Girardi and GK in
2 concealing and withholding the settlement funds from Plaintiffs.

3 60. At the time Dinardo and The Dinardo Law Firm aided Girardi and GK they
4 both knew that Girardi and GK had embezzled the money and that their actions were
5 wrongful.

6 61. Plaintiffs were injured by Dinardo and The Dinardo Law Firm's assistance to
7 Girardi and GK in concealing and withholding Plaintiffs' settlement funds.

8 62. Pursuant to PC § 496(c), Plaintiffs are entitled to \$6,325,000 and treble
9 damages and reasonable attorneys fees.

10
11 **FOURTH CAUSE OF ACTION**
12 **UNFAIR BUSINESS PRACTICES B & P § 17200**

13 (Against All Defendants)

14 63. Plaintiffs repeat and reallege the allegations contained in paragraphs 1
15 through 62, inclusive, of this Complaint, and by this reference incorporate them herein as
16 though set forth in full.

17 64. Business and Professions Code ("BP") section 17200 prohibits unfair and
18 unlawful business practices and provides for restitution to any person who has lost money
19 or property as a result of such practices.

20 65. It is unlawful to embezzle, steal and/or convert another person's money.

21 66. The Dinardo Law Firm unlawfully and unfairly received \$6,325,000 of
22 Plaintiffs' settlement money from the GK client trust account.

23 67. Plaintiffs are entitled to restitution of \$6,325,000 and the disgorgement from
24 The Dinardo Law Firm and Dinardo of any profits that the Dinardo Law Firm and/or
25 Dinardo earned on the \$6,325,000.

26 ///

27 ///

28 ///

FIFTH CAUSE OF ACTION

UNJUST ENRICHMENT

(Against All Defendants)

68. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 43, inclusive, of this Complaint, and by this reference incorporate them herein as though set forth in full.

69. The elements of an unjust enrichment claim are the receipt of a benefit and the unjust retention of the benefit at the expense of another.

70. The Dinardo Law Firm and Dinardo received the \$6,325,000 of Plaintiffs' settlement monies which prevented plaintiffs from receiving all of their settlement monies from GK, so Plaintiffs have been damaged by defendants in the amount of \$6,325,000.

WHEREFORE, Plaintiffs prays for judgment against defendants, and each of them, as follows:

FIRST CAUSE OF ACTION:

1. For damages in an amount no less than \$6,325,000;
2. For interest from the time of the conversion to the entry of judgment as permitted by law;
3. For interest at the legal rate from the date of entry of the judgment until paid in full;
4. For punitive damages;
5. For costs of suit incurred herein; and
6. For such other and further relief the court may deem just and proper.

SECOND CAUSE OF ACTION:

1. For damages in an amount no less than \$6,235,000;
2. For treble damages on the \$6,235,000 of damages;
3. For interest from the time of the theft to entry of the judgment as permitted by law;
4. For interest at the legal rate from the date of entry of the judgment until paid in full;

5. For reasonable attorneys' fees as permitted by law;
6. For costs of suit incurred herein; and
7. For such other and further relief the court may deem just and proper.

THIRD CAUSE OF ACTION:

1. For treble damages in an amount no less than \$6,235,000;
2. For treble damages on the \$6,235,000 of damages;
3. For interest from the time of the theft to entry of the judgment as permitted by law;
8. For interest at the legal rate from the date of entry of the judgment until paid in full;
9. For reasonable attorneys' fees as permitted by law;
4. For costs of suit incurred herein; and
5. For such other and further relief the court may deem just and proper.

FOURTH CAUSE OF ACTION:

1. For restitution of at least \$6,325,000;
2. For disgorgement of profits earned on the \$6,325,000 or any portion thereof;
3. For interest from the time of the theft to entry of the judgment;
4. For interest at the legal rate from the date of the entry of the judgment until paid in full;
5. For costs of suit herein; and
6. For such other and further relief the court may deem just and proper.

///

///

///

1 **FIFTH CAUSE OF ACTION:**

- 2 1. For damages of at least \$6,325,000;
- 3 2. For interest from the time of receipt of the \$6,325,000 to entry of the
- 4 judgment;
- 5 3. For interest at the legal rate from the date of the entry of the judgment until
- 6 paid in full;
- 7 4. For costs of suit herein; and
- 8 5. For such other and further relief the court may deem just and proper.
- 9

10 DATED: September 30, 2022

FREDMAN LIEBERMAN PEARL LLP

11

12

13 By: 

Marc A. Lieberman, Esq.
Alan W. Forsley, Esq.
Attorneys for Plaintiffs Joseph Ruigomez,
Kathleen Ruigomez, Jamie Ruigomez

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT "B"

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Joseph Ruigomez; Kathleen Ruigomez; Jamie Ruigomez	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) The Dinardo Law Firm, P.C.; Joseph Dinardo; Does 1-20
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant <u>Erie, New York State</u> (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Mark A. Lieberman, Alan W. Forsley, Fredman Lieberman Pearl LLP 1875 Century Park East, Suite 2230, Los Angeles, CA 90067 (310) 284-7350	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Jeff Poole, Hamrick & Evans, LLP 2600 West Olive Avenue, Suite 1020, Burbank, CA 91505 (818) 763-5292

II. BASIS OF JURISDICTION (Place an X in one box only.) <div style="display: flex; justify-content: space-between;"> <div style="width:48%;"> <input type="checkbox"/> 1. U.S. Government Plaintiff </div> <div style="width:48%;"> <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width:48%;"> <input type="checkbox"/> 2. U.S. Government Defendant </div> <div style="width:48%;"> <input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1. Original Proceeding	<input checked="" type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
---	---	---	--	---	---	--

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ 6,325,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C. 1332

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">REAL PROPERTY</div> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">TORTS PERSONAL INJURY</div> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">TORTS PERSONAL PROPERTY</div> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">BANKRUPTCY</div> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">CIVIL RIGHTS</div> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	<div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">Habeas Corpus:</div> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">Other:</div> <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">FORFEITURE/PENALTY</div> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">LABOR</div> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA) <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">SOCIAL SECURITY</div> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; margin-top: 5px;">FEDERAL TAX SUITS</div> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY:

Case Number:

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	<input checked="" type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern
QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.?	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>check one of the boxes to the right</i> →	<input type="checkbox"/> NO. Continue to Question B.2.	
If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there.	
	<i>check one of the boxes to the right</i> →	NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.?	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>check one of the boxes to the right</i> →	<input type="checkbox"/> NO. Continue to Question C.2.	
If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there.	
	<i>check one of the boxes to the right</i> →	NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓		
QUESTION E: Initial Division?	INITIAL DIVISION IN CACD		
Enter the initial division determined by Question A, B, C, or D above: →	Western		
QUESTION F: Northern Counties?			
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY**(OR SELF-REPRESENTED LITIGANT):** /s/ Jeff Poole

DATE: 11/21/2022

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice of Removal was served upon the Plaintiffs by sending same on the 21st day of November, 2022, to the addresses below, by US mail, postage prepaid:

Joseph Ruigomez
c/o Fredman Lieberman Pearl LLP
1875 Century Park East, Suite 2230
Los Angeles, CA 90067

Kathleen Ruigomez
c/o Fredman Liberman Pearl LLP
1875 Century Park East, Suite 2230
Los Angeles, CA 90067

Jamie Ruigomez
c/o Fredman Liberman Pearl LLP
1875 Century Park East, Suite 2230
Los Angeles, CA 90067



Sara Justice

HAMRICK & EVANS, LLP